

ATTACHMENT 45

DISTRIBUTOR AGREEMENT

THIS AGREEMENT, ("Agreement") is made and entered by and between Rebotix Panama SA, ("Rebotix") of Avenida Roberto Eisenmann Centro Comercial Plaza #5, Coronado, Republic of Panama; and Restore Robotics Repairs, LLC of 2933 Fairmont Drive, Panama City, Florida, United States of America 32405 ("Distributor").

WHEREAS, Rebotix repairs da Vinci EndoWrists originally manufactured by Intuitive Surgical, Inc., ("Wrists"). Specific Wrist approved models are set forth at Attachment "A" Approved Model List.

WHEREAS, Distributor is engaged in the sale and marketing of medical products and desires to provide repair services for Wrists as set forth herein ("Repair").

WHEREAS, the parties desire to enter into an agreement whereby Distributor engages in the Repair of Wrists utilizing replacement components, including Rebotix board assembly, provided by Rebotix ("Components"). A Wrist Repaired by Distributor utilizing Components is hereinafter referred to as a "Repaired Wrist".

Now therefore, for good and valuable consideration as set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1 Scope of Work

Rebotix will perform the following services hereunder ("Scope of Work") :

- 1.1 Initial Set Up. Provide equipment, Custom Fixtures (per 1.2 below), initial parts (including an initial quantity of 50 Components), and supplies, work instructions, procedures, and training necessary to perform Repair as more specifically set forth on Attachment "B". The PO system per section 4 below will be utilized for the Initial Set Up.
- 1.2 Custom Fixtures. As part of Initial Set Up Rebotix will provide Distributor multiple custom fabricated fixtures ("Custom Fixtures") required to perform Repair. Custom Fixtures can only be loaned through Rebotix and include the Scanner Fixture (which includes the accompanying software and installation/operation information). Custom Fixtures are loaned to Distributor only for use as part of the Repair service and remain the exclusive property of Rebotix at all times. Custom Fixtures are Confidential Information per section (16) herein. Distributor shall return Custom Fixtures to Rebotix immediately upon the termination of this agreement.
- 1.3 Ongoing sale of Components per section 4 below.
- 1.4 Ongoing technical support and training. Rebotix shall, from time to time and upon terms agreed by the parties, provide on-going training and / or technical support to Distributor. In the event of on-site training or technical support, Distributor agrees to reimburse Rebotix for reasonable travel expenses including: airfare, vehicle rental, food, and hotel accommodations.

2 Repaired Wrists / Evaluation

- 2.1 Distributor will only utilize Components in the repair of Wrists included on the Approved Model List. Rebotix may from time to time, in its sole discretion, add or

remove specific Wrist models from the Approved Model List. Rebotix will provide notice of such addition or removal to Distributor. Removals of Wrist models shall only occur as a result of a compatibility, regulatory, or safety issue.

- 2.2 Only Wrist models with at least one use remaining are candidates for initial Repair.
- 2.3 Distributor acknowledges that it is offering Repair service only, and does not take ownership of the Wrist models. Distributor will ensure that Repaired Wrist models are returned to their owner.
- 2.4 It is Distributor's responsibility to evaluate each Wrist for suitability for Repair.
- 2.5 Distributor will be responsible for evaluating the surgical suitability of all Repair Wrist models including but not limited to electrical safety, and distal end/tip of the Repaired Wrist.
- 2.6 Distributor will ensure safe and proper handling and return of Repair Wrist models to owners.

3 Pricing/Territory

- 3.1 Pricing. The price of each Interceptor Component shall not exceed \$800 USD. Pricing shall be according to the terms of the PO process set forth in section 4 below and/or such terms as the parties may agree from time to time.
- 3.2 Territory. During the term of this Agreement, Distributor will be Rebotix exclusive authorized repair facility located in the United States of America. Distributor has the non-exclusive right to market Wrist Repairs in the United States of America. Rebotix will refer inquiries for Wrist Repair from potential customers in the United States of America to Distributor.

4 Purchase Orders

- 4.1 Component purchase and other orders will be initiated by request from Distributor. Rebotix will provide a quote setting forth price, cost and delivery terms.
- 4.2 If Distributor approves quote, Distributor must provide a purchase order ("PO") to Rebotix that includes a minimum of the following information: PO number, Distributor name, e-mail address, phone number, and any other contact information, and any shipping/delivery instructions.
- 4.3 POs are accepted subject to Rebotix ability to timely obtain the necessary materials as well as any government regulation.

5 Payment Terms

- 5.1 Distributor shall pay all Rebotix invoices per the PO. Unless otherwise specified, Distributor will pay Rebotix invoices on a net-30 basis with payment due strictly within thirty (30) days from the applicable invoice date, with a two percent (2%) interest on all past due amounts.
- 5.2 In the event that any amounts are past due, Rebotix reserves the right to suspend Rebotix's performance under this Agreement until all such past due amounts have been paid to Rebotix in full.
- 5.3 In the event ownership of Distributor changes, Distributor is required to pay to Rebotix any and all outstanding balances (including late charges, if any) owed to Rebotix under this Agreement on or before the earlier of: (i) thirty (30) days from the applicable invoice date, or (ii) five (5) days after any ownership change occurs.

- 6 Component Use List. For each Repair Wrist Distributor will record the serial number of the Component utilized in that Wrist per section 11 below.
- 7 Warranty/Exclusions/Claims/Insurance
- 7.1 Warranty. In the event a Component fails, Distributor may notify Rebotix with a warranty claim. Rebotix shall have the right to investigate any warranty claim, including if possible to inspect the subject Component or Repaired Wrist. In the event any Component shall fail due to defects in Components, Rebotix will either replace the non-conforming Component (or Components) or provide Distributor with an account credit for the cost of the Component, as applicable.
- 7.2 Warranty / Exclusions. Except as provided in 7.1 Rebotix makes no warranty, Express or implied or statutory including any warranty for merchantability or fitness or for a general or particular purpose and all such warranties are expressly excluded. There are no warranties which extend beyond the description on the face hereof. Warranty does not apply if: Component was damaged or improperly installed by Distributor; or if Repaired Wrist has been damaged by accident, abuse, modification, or has been used, sterilized, cleaned or stored improperly either by Distributor, end user of the Repaired Wrist, or a third party. The warranty per 7.1 is the sole and exclusive remedy for any breach of warranty and / or claim of personal injury, property damage, or commercial loss, arising from breach of contract, tort, strict liability, or negligence. Rebotix is not liable for any direct, consequential, indirect, incidental or special damages, losses or expenses whatsoever arising: (a) in connection with, or due to the use of, or lack of ability to use, any Component or Repaired Wrist; or any delay in delivery of Repaired Wrist from Distributor.
- 7.3 Shortage: Distributor shall inspect all Components when received and any claim for shortage shall be deemed waived unless presented to Rebotix in writing within 30 days of receipt.
- 7.4 Distributor Insurance: Distributor shall maintain during the Term of this contract, Commercial General and Product Liability Insurance, naming Rebotix as an additional insured.
- 8 Non-limitation. Subject to section 3.2 above, nothing hereunder shall be deemed to prohibit or limit Rebotix's right to Repair Wrists or provide Components or other services per the Scope of Work for other Distributors; or to prohibit Distributor from marketing other products or services.
- 9 Independent Contractor/No Agency. The parties agree that Distributor is an independent contractor in the performance of this Agreement and has complete responsibility for any person engaged in the Repair, marketing, sale or distribution of Repaired Wrists. Neither Distributor nor its employees or agents are considered as employees or agents of Rebotix.
- 10 Regulatory Responsibilities
- 10.1 Distributor shall be responsible for obtaining any necessary legal and regulatory approvals for the Repair, importation, marketing, and distribution of Repaired Wrists.
- 10.2 Distributor shall maintain a formal Quality Management System ("QMS") per a recognized international standard (e.g. ISO 9001).
- 10.3 Rebotix is responsible for the quality and design of its Components. Manufacturing of the Components is performed with quality standards meeting the requirements of ISO 9001.

- 11 Distributor Distribution Lists. Distributor shall be solely and exclusively responsible for distribution of the Repaired Wrists to end users/customers. Distributors shall at all times maintain an accurate and current Repaired Wrist end user/customer distribution list including, at a minimum, Reference and Lot numbers, Version, serial number of Component utilized, end user/customer, and date of distribution for each individual Repaired Wrist, and make such list available to Rebotix for review upon request.
- 12 Complaint Management / Adverse Event Reporting. If Distributor becomes aware of information which reasonably suggests that an end user complaint involving a Repaired Wrist concerns injury or otherwise may qualify as a "Reportable Event / Adverse Event" the Distributor shall notify Rebotix immediately. All other complaints must be reported to Rebotix as soon as possible. Distributor will provide any available information regarding a complaint to Rebotix.
- 13 Product Recalls / Advisory Notices. Distributor will maintain regulatory vigilance to ensure that Repair service is not performed upon a Wrist subject to manufacturers recall or advisory notice.
- 14 Term / Effective Date
- 14.1 This Agreement shall be for a term of one (1) year from the Effective Date unless earlier terminated pursuant to the terms set forth herein.
- 14.2 After the initial one (1) year term, this Agreement shall be renewed automatically for successive one (1) year terms unless either party notifies the other party in writing, at least ninety (90) days prior to the expiration of the then-current term, of its election to terminate this Agreement at the expiration of the then-current term. For the purpose of this Agreement, the Effective Date of this Agreement is the signature date of the last party to sign this Agreement.
- 15 Termination and Default
- 15.1 Either party may terminate this Agreement upon default of the other party of any term, covenant or condition of this Agreement, where such default continues for a period of thirty (30) days after receipt of written notice thereof from the non-defaulting party specifying the existence of such default. The cure period for a default of sections 15.4, 16, 17, 20 or 21.1 is fifteen (15) days after receipt of written notice thereof from the non-defaulting party specifying the existence of the default.
- 15.2 Either party may terminate this Agreement upon the other party filing or having filed against it a bankruptcy, reorganization, liquidation, dissolution, assignment for the benefit of creditors or similar action, unless in the case of any such involuntary action, such action is dismissed or discharged within thirty (30) days after the filing thereof, or becoming insolvent, or becoming unable to pay its debts as and when they become due.
- 15.3 Rebotix may terminate this Agreement immediately upon written notice to Distributor upon any majority change in the ownership or management of Distributor, or change in the person or persons who own or have voting control of the ownership of Distributor as of the Effective Date.
- 15.4 All payment obligations expressly survive termination of this Agreement for any reason.
- 15.5 The provisions of Section 16 Proprietary Information, Section 17 Intellectual Property, and Section 20 Reverse Engineering expressly survive termination of this Agreement for any reason.

16 Confidentiality and Proprietary Information

- 16.1 Proprietary Information shall mean all Intellectual Property (per section 17 below) including trade secrets, business secrets, or confidential information regarding Rebotix, Scope of Work, Components, Equipment, Custom Fixtures, or Repairs, including information not generally known or ascertainable by persons not employed by Rebotix, the knowledge of which would permit a third party to derive actual or potential economic value or cause economic harm to Rebotix.
- 16.2 Proprietary Information includes but is not limited to procedures, processes, software, firmware, documentation and Specifications relating to the Components or Repaired Wrists.
- 16.3 In accordance with the provisions of this Agreement, Distributor agrees to hold Proprietary Information in strict confidence during and after the term of this Agreement.
- 16.4 Except as set forth herein, Distributor will not use Proprietary Information in any manner without the prior written consent of Rebotix.
- 16.5 Distributor will not disclose any Proprietary Information to third parties without the prior written consent of Rebotix; provided that, the Distributor may disclose Proprietary Information to its Authorized Representatives involved in the Repair of Wrists utilizing Components provided by Rebotix, the disclosure of Proprietary Information is only made to the extent necessary and on a need-to-know basis.
- 16.6 "Authorized Representatives" is defined as affiliates, directors, officers, managers, partners, employees, contractors, agents, accountants, legal counsels, advisors, and associates.
- 16.7 Upon termination of Agreement Distributor will return all Proprietary Information to Rebotix.
- 16.8 The parties agree that any breach of the terms of this section, Section 16, will result in irreparable injury to Rebotix for which Rebotix will have no adequate remedy at law. Thus, Distributor consents to an injunction in favor of Rebotix enjoining breach of this Agreement by any court of competent jurisdiction without prejudice to any other right or remedy to which Rebotix may be entitled.
It is agreed that an injunction bond in the amount of \$5,000.00 is adequate.
In the event this provision is determined by the court to be unenforceable for reason of being over too great a period of time, too large a geographical area or too great a range of activities this Agreement shall be interpreted to extend only over the maximum period of time, geographical area or range of activities as to which it may be enforceable.

17 Ownership and Assignment of Intellectual Property

- 17.1 Distributor hereby acknowledges that Rebotix holds, or has rights to, valuable patent, copyright, trademark, trade secret, firmware, software, and other intellectual property and proprietary rights related to the Components and Repaired Wrists ("Intellectual Property").
- 17.2 Distributor agrees not to interfere with Rebotix's ownership or enjoyment of the Intellectual Property, without limitation by registering any trademarks or domain names incorporating any of the Rebotix's marks.
- 17.3 Distributor hereby assigns to Rebotix all ownership rights to any patent, copyright, trade secret, or other intellectual property that Distributor may conceive, discover,

reduce to practice, create, author or develop that (i) result from services performed by the Distributor and (ii) relate to the Rebotix's business.

- 17.4 Distributor further waives all other rights, including moral rights, it may otherwise retain to Intellectual Property.
- 17.5 During the term hereof, or at any time thereafter, Distributor will execute upon request any assignments or other documents needed to vest or confirm ownership of intellectual property rights exclusively in Rebotix.
- 17.6 Rebotix does not grant to Distributor any common law or statutory right relating to Rebotix's Intellectual Property or Proprietary Information.
- 17.7 Rebotix shall have the sole right, but not the obligation, to enforce or defend the Intellectual Property.

18 License to use Trade names and Trademarks

- 18.1 Rebotix grants Distributor the non-exclusive, revocable, and non-transferable permission to use the trademarks, trade names, and symbols of Rebotix in association with the Repaired Wrists and solely for the exhibition, advertisement, promotion, and sale of the Repaired Wrists, only in the form prescribed by Rebotix, and never in such a manner that they may become generic, or diluted, or otherwise lose their status as trademarks and trade names of Rebotix.
- 18.2 Such permission to use the trademarks, trade names and symbols of Rebotix ceases upon termination or expiration of this Agreement, at which time Distributor must immediately discontinue representing and holding itself out as distributor for Rebotix, and discontinue the use of all such trade names, trademarks and symbols of Rebotix, including, without limitation, stationery, business cards, order forms or any printed or computerized material whatsoever.
- 18.3 Distributor agrees to use the trademarks, trade names and symbols of Rebotix in conjunction with the Repaired Wrists under the quality standards and business practices that Rebotix shall from time to time establish and promulgate.
- 18.4 Rebotix has the unqualified right, at any reasonable time, and without prior notice, to inspect Distributor's use of the trademarks, trade names and symbols of Rebotix for the purpose of insuring that the quality meets or exceeds Rebotix's quality standards.
- 18.5 All Products and advertising bearing the trademarks, trade names and symbols of Rebotix shall be marked with appropriate legend, to wit: TM or ® and such other legend that shall be dictated by Rebotix.

19 Patents, Inventions, and License

- 19.1 "Patents" are defined as U.S. Pat. No. 9,247,996 titled System, Method, and Apparatus for Refurbishment of Robotic Surgical Arms issued February 2, 2016, and U.S. Pat. No. 9,527,208 titled System, Method, and Apparatus for Refurbishment of Robotically Controlled Devices issued December 27, 2016.
- 19.2 For any inventions resulting from the Scope of Work, Distributor hereby assigns all rights to Rebotix. Distributor further agrees to cooperate with Rebotix to assign all rights to such inventions to Rebotix, and execute all associated paperwork.
- 19.3 For any inventions outside the Scope of Work, ownership will be addressed in a separate agreement.
- 19.4 Rebotix grants to Distributor, during the term of this Agreement only, a nonexclusive, nontransferable, license to make, use, offer to sell, and sell Repaired

Wrists that lie within the scope of the Patents. Rebotix does not grant, but instead retains, the right to sue third-parties for infringement of the Patents.

- 19.5 This limited patent license terminates with the termination of this Agreement.
- 20 Reverse Engineering. Distributor shall not, directly or through any person or entity, in any form or manner copy, reproduce, refurbish, or reverse engineer Components, Custom Fixtures, Equipment or other items received under the Scope of Work or any part thereof.
- 21 Assignment
- 21.1 This Agreement is personal to Distributor. Distributor acknowledges and agrees that Rebotix is only willing to enter this Agreement with Distributor based on Distributor's reputation and expertise. Therefore, Distributor cannot directly or indirectly assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Rebotix, whether by stock or member interest transfer, reorganization, sale of such interests or substantially all of Distributor's assets, or by any other means. Any breach of this no-assignment provision entitles Rebotix to immediately terminate this Agreement.
- 21.2 Rebotix may assign its interest in this Agreement upon written notice to Distributor.
- 22 Successors. Subject to the limitations in section 21 titled "Assignment," this Agreement shall be binding upon the successors and assigns of the respective parties.
- 23 Force Majeure. Neither party is responsible to the other for failure to conform to this Agreement where the failure to conform is the result of act of God, natural disaster, war, terrorism, or strike.
- 24 Attorney Fees/Venue. In the event either party is required to institute legal action against the other party, then the prevailing party shall be entitled to be reimbursed from the non-prevailing party for all costs including reasonable attorney's fees incurred prior to trial, at trial level, and in any appellate proceedings. This Agreement is governed by and interpreted pursuant to the laws of the State of Georgia, United States of America. The exclusive venue for any proceedings shall be in the courts located in the State of Georgia, United States of America. The parties consent to the jurisdiction and venue of such courts.
- 25 Notice. Any notice required to be given hereunder shall be in writing and delivered through or by expedited mail or packaged service, addressed to the parties at the address indicated herein or at such other address as the parties may direct in writing.
- 26 No Third Party Beneficiary. This Agreement will not confer any rights or remedies upon any person other than Rebotix, the Distributor and their respective heirs, executors, successors and assigns.
- 27 Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes any and all previous or contemporaneous agreements or understandings between the parties related to the subject matter hereof. No commitments or representations beyond those explicitly stated are intended or implied. No modifications, addition to or waiver of any right, obligation or default shall be effective unless in writing, signed by an authorized representative party against whom the same is sought to be enforced. One or more waivers of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default. If any of the provisions or portions of this Agreement shall be determined by a Court to

be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the other provisions of this Agreement, which shall continue in full force and effect and shall be binding on the parties.

Wherefore the Parties agree:

REBOTIX PANAMA, SA.

By:

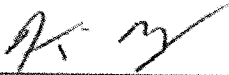


Stan Hamilton, Executive Manager

Date: 10-13-18

RESTORE ROBOTICS REPAIRS, LLC

By:



Kevin May, Managing Member

Date: 10-12-18

Attachment A: Approved Model List

REF	Description
420001	Potts Scissors #
420003	Small Clip Applier *** ###
420006	Large Needle Driver #
420007	Round Tip Scissors #
420033	Black Diamond Micro Forceps * #
420036	DeBakey Forceps #
420048	Long Tip Forceps #
420049	Cadiere Forceps #
420093	ProGrasp™ Forceps #
420110	PreCise™ Bipolar Forceps #
420121	Fine Tissue Forceps * #
420157	Snap-Fit Scalpel Instrument ** ##
420171	Micro Bipolar Forceps #
420172	Maryland Bipolar Forceps #
420178	Curved Scissors #
420179	Hot Shears™ (Monopolar Curved Scissors) #
420181	Resano Forceps #
420183	Permanent Cautery Hook #
420184	Permanent Cautery Spatula #
420189	Double Fenestrated Grasper #
420190	Cobra™ Grasper #
420192	Valve Hook * #
420194	Mega™ Needle Driver #
420203	Pericardial Dissector #
420204	Atrial Retractor #
420205	Fenestrated Bipolar Forceps #
420207	Tenaculum Forceps #
420215	Cardiac Probe Grasper #
420227	PK® Dissecting Forceps #
420230	Large Clip Applier *** ###
420246	Atrial Retractor Short Right #
420249	Dual Blade Retractor #
420278	Graptor™ (Grasping Retractor) #
420296	Large SutureCut™ Needle Driver #
420309	Mega™ SutureCut™ Needle Driver #
420318	Small Graptor™ (Grasping Retractor) #
420327	Medium-Large Clip Applier *** ###
420344	Curved Bipolar Dissector #

Legend:

- * Requires Interceptor programmed with 15 uses.
- ** Requires Interceptor programmed with 30 uses.
- *** Requires Interceptor programmed with 100 closures.
- # Has a Training variant that requires an Interceptor with 30 uses.
- ## Has a Training variant that requires an Interceptor with 70 uses.
- ### Has a Training variant that requires an Interceptor with 100 closures.

Attachment B: Items Initially Provided to Distributor By Rebotix, Panama via PO

Number	Description	QTY	Confidential
PR1003	Interceptor PWA	50	YES
PR1004	Loctite 5031™ Fluva-Sil Silicone Potting Compound	3	NO
PR1055	Tension Fixture	1	YES
PR1062	Tool Ind Tension Fixture	2	YES
PR1107	Rebotix Hipot Test Fixture	1	YES
PR1108	Drill Key Fixture	1	YES
PR1136	Alpha Telecom HF-850 Solder	1	NO
PR1137	Alpha NR205 Flux Pen	2	NO
PR1143	Housing Removal Fixture	1	YES
PR1151	Wheel Locator Fixture	2	YES
PR1188	PCB Mounting Clip Tool	1	YES
PR1193	EndoWrist Scanner Fixture	1	YES
PR1201	Probe, Pointed, 5.24"	1	NO
PR1202	Tweezer, Point Fine, 4.72"	1	NO
PR1203	Screwdriver, Hex, 2mm, 5.71"	1	NO
PR1204	Dremel 4486 Chuck	1	NO
PR1205	Fluke 87-V Multimeter	1	NO
PR1206	Menda 6oz Chem Bottle	1	NO
PR1207	Dremel 312L Abrasive Buff	1	NO
PR1208	Eccella Double Ended Brush	1	NO
PR1209	Hakko T15-T08 Solder Tip	1	NO
PR1210	Hakko FM-2022 Parallel Remover	1	NO
PR1211	Hakko T16-T013 Tweezer Desoldering Tip (2 pack)	1	NO
PR1212	Loctite 300ml Cartridge Adapter	1	NO
PR1213	Loctite Fischbach Cartridge Adapter	1	NO
PR1214	Loctite Cartridge Needle Adapter, 1/4 NPT x Female Luer (5 pack)	1	NO
PR1215	Loctite Barrel Kit/UV Adhesive Black 30ml	1	NO
PR1216	Loctite Cartridge Syringe Adapter (5 pack)	1	NO
PR1217	Torx Screws, M1.59 Size, 6 mm Long (50 pack)	1	NO
PR1218	Loctite Pink Luer Lock 20 Gauge Needle (50 pack)	1	NO
PR1219	Dremel 113 Flat Cutter Cylinder Head	1	NO
PR1220	Drill-Press Vice	1	NO
PR1221	Drill Bit, 3/64"	1	NO
PR1222	Set Screw Shaft Collar	1	NO
PR1223	Hex L-Key	1	NO
PR1224	Wihia Screwdriver, Torx, T5, 6.5"	1	NO
PR1225	Mumature Fry Bar	1	NO
PR1226	Hobby Hammer With Interchangeable Tips	1	NO
PR1227	Barrette Escapement File, #10	1	NO
PR1228	Barrette Escapement File, #6	1	NO
PR1229	USB 2.0 A to Mini B Cable	1	NO
PR1230	USB Storage Device	1	YES
PR1232	Dremel 8050 Micro Rotary Tool	1	NO
PR1234	Loctite Digital Syringe Dispenser	1	NO
PR1235	Guardian Plus Constant Monitor for One Operator, NIST Calibrated	1	NO
PR1236	Loctite Zeta 98413 Flood Light	1	NO
PR1237	TheraBand Non-Latex Yellow Band	1	NO

Distributor acknowledges that items marked "YES" in the "Confidential" column are considered "Confidential Information" and "Intellectual Property" per the terms of the Agreement between Rebotix and Distributor.

Distributor:

Date: 10-12-18 By: [Signature] Position: Managing Member

Rebotix:

Date: 10-13-18 By: [Signature] Position: Executive Manager